

## SUPPLEMENTAL AGREEMENT NO. 1

TO LEASE NO. W35-063-ENG-126

THIS SUPPLEMENTAL AGREEMENT, made between the Secretary of the Army, representing the United States of America, party of the first part, hereinafter called the "Government," and the Reichhold Chemicals, Incorporated, party of the second part, hereinafter called the "Lessee," WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into a lease agreement bearing symbol number W35-063-eng-126 governing use and occupancy by the Lessee for a term of fifteen years commencing December 12, 1946, of the Government-owned industrial plant at 5900 West Marginal Way, Seattle, Washington, known as the Seattle Chemical Warfare Service Plant, Wn.; and

WHEREAS, it has been mutually agreed by and between the parties hereto, that the lease contract be modified for the following reasons:

- (1) That wear, tear and structural deficiencies exist as to buildings numbered 1, 2, 3, 4 and 8, which conditions predate the lease agreement and are of such a nature and extent as to require immediate remedial action to retard further deterioration of the buildings and contents, and to preserve the buildings in a standby operating condition.
- (2) That it is expedient for the Government to authorize the Lessee to cause such repairs to be made to said buildings as in the opinion of the District Engineer, Seattle District, Corps of Engineers, U. S. Army, are essential.
- (3) That satisfactory bids to accomplish said work in accordance with the Government engineering specifications have been selected out of those submitted by qualified contractors in the aggregate amount of SIX THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$6,120.00), which sum is within the Government fair cost estimate.

- (4) That the Lessee be reimbursed therefor in the sum of SIX THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$6,120.00) when said work is completed and accepted by the Government, by the authorization of a rental credit memorandum in said amount effective as of the first rental period occurring after such acceptance.
- (5) That buildings numbered 16 and 21 have been removed from the premises by the Government with the consent of the Lessee, and should be deleted from the lease contract, and the Lessee relieved of all accountability for said buildings.
- (6) That the drawing attached to the lease contract as Exhibit "A" should be withdrawn and a new drawing correctly showing the demised premises be substituted in its stead as Exhibit "C".

WHEREAS, amendment of the said lease agreement as hereinafter provided has been administratively determined to be in the best interest of the Government.

NOW, THEREFORE, the said lease agreement (No. WS5-063-eng-126) is hereby amended in the following particulars and in these particulars only, all other terms and conditions of said lease agreement to remain in full force and effect:

- (1) That the lessee shall, in addition to its faithful performance of all of the acts of maintenance, protection, repair and restoration of the demised premises as required of it by the terms of the basic lease agreement, perform and accomplish in excess thereof, necessary repairs to buildings numbered 1, 2, 3, 4 and 8 by entering into a contract with the Independent Sheet Metal Corp., 1723 Westlake Avenue No., Seattle, Washington, which contract shall be approved by the District Engineer, Seattle District, Corps of Engineers,

U. S. Army, and shall provide that the work be accomplished under his general supervision, and that the full consideration therefor shall be SIX THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$6,120.00), which amount shall cover all material, labor, overhead, profits and contingencies in connection therewith. When the work has been completed and accepted by the said District Engineer, and he has been furnished satisfactory proof that the lessee has fully paid the said contract price of SIX THOUSAND ONE HUNDRED AND TWENTY DOLLARS (\$6,120.00) and that no further unsatisfied claim exists in connection therewith, then the cash rent reserved for the succeeding three months shall be nil and for the month immediately following the cash rent shall be ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$1,880.00), and thereafter the cash rent shall be TWO THOUSAND DOLLARS (\$2,000.00) per month.

- (2) That buildings numbered 16 and 21 are deleted and the Lessee is relieved of all accountability for or in connection with said buildings.
- (3) Exhibit "A" to the said lease agreement is stricken therefrom and Drawing Number SE-RE-25 dated 24 May 1948, attached hereto and made a part hereof, is substituted in lieu thereof as Exhibit "C".
- (4) Wherever the words "War Department" or "Secretary of War" occur in said lease agreement, the same are stricken and the words "Department of the Army" or "Secretary of the Army" are substituted respectively in lieu thereof.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the ~~Assistant~~ Secretary of the Army this 4<sup>th</sup> day of January 1950.

WALLACE H. HASTINGS  
Colonel, C. E.,  
Office, Chief of Engineers  
Real Estate

COMMONWEALTH OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss

On this 9<sup>th</sup> day of January, 1949<sup>80</sup>, before me,  
Freda B. Brill, the undersigned, personally  
appeared Wallace H. Hastings of the United States of America,  
known to me to be the person described in the foregoing instrument,  
and acknowledged that he executed the same in the capacity therein  
stated by authority of the ~~Assistant~~ Secretary of the Army and for the  
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Freda B. Brill  
Notary Public *at large*

My Commission expires: March 4, 1951

THIS AMENDMENT TO LEASE is also executed by the lessee this 30<sup>th</sup>  
day of Jan, 1950.

REICHOLD CHEMICALS, INCORPORATED

By: T. Kenneth Haven

(CORPORATE SEAL)

E. J. Vico President

Albert G. Roetz  
its Secretary

STATE OF Michigan }  
COUNTY OF Wayne } ss

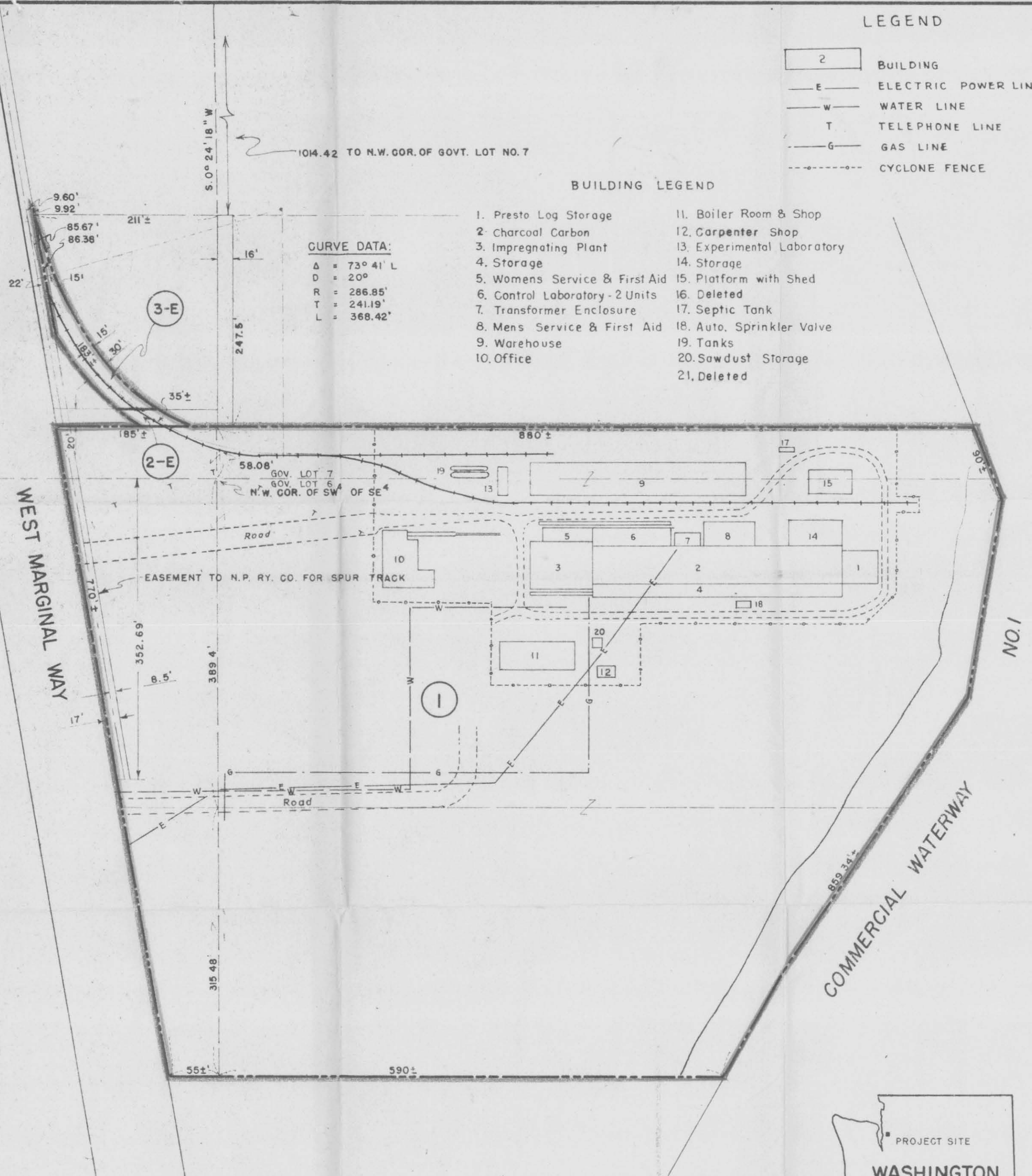
On this 30<sup>th</sup> day of January, 1950, before me,  
Ruth E. Parkinson, the undersigned, personally  
appeared T. Kenneth Haven, known to me to  
be the person described in, and who executed the foregoing instrument  
and acknowledged that he executed the same in the capacity therein  
stated, by authority of the Board of Directors of the Reichhold Chemicals,  
Incorporated, for the purposes therein contained and caused the seal of  
the corporation to be affixed by like authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ruth E. Parkinson  
Notary Public

My commission expires October 7, 1952





LEGEND

- 2 BUILDING
- E ELECTRIC POWER LINE
- W WATER LINE
- T TELEPHONE LINE
- G GAS LINE
- CYCLONE FENCE

BUILDING LEGEND

- 1. Presto Log Storage
- 2. Charcoal Carbon
- 3. Impregnating Plant
- 4. Storage
- 5. Womens Service & First Aid
- 6. Control Laboratory - 2 Units
- 7. Transformer Enclosure
- 8. Mens Service & First Aid
- 9. Warehouse
- 10. Office
- 11. Boiler Room & Shop
- 12. Carpenter Shop
- 13. Experimental Laboratory
- 14. Storage
- 15. Platform with Shed
- 16. Deleted
- 17. Septic Tank
- 18. Auto. Sprinkler Valve
- 19. Tanks
- 20. Sawdust Storage
- 21. Deleted

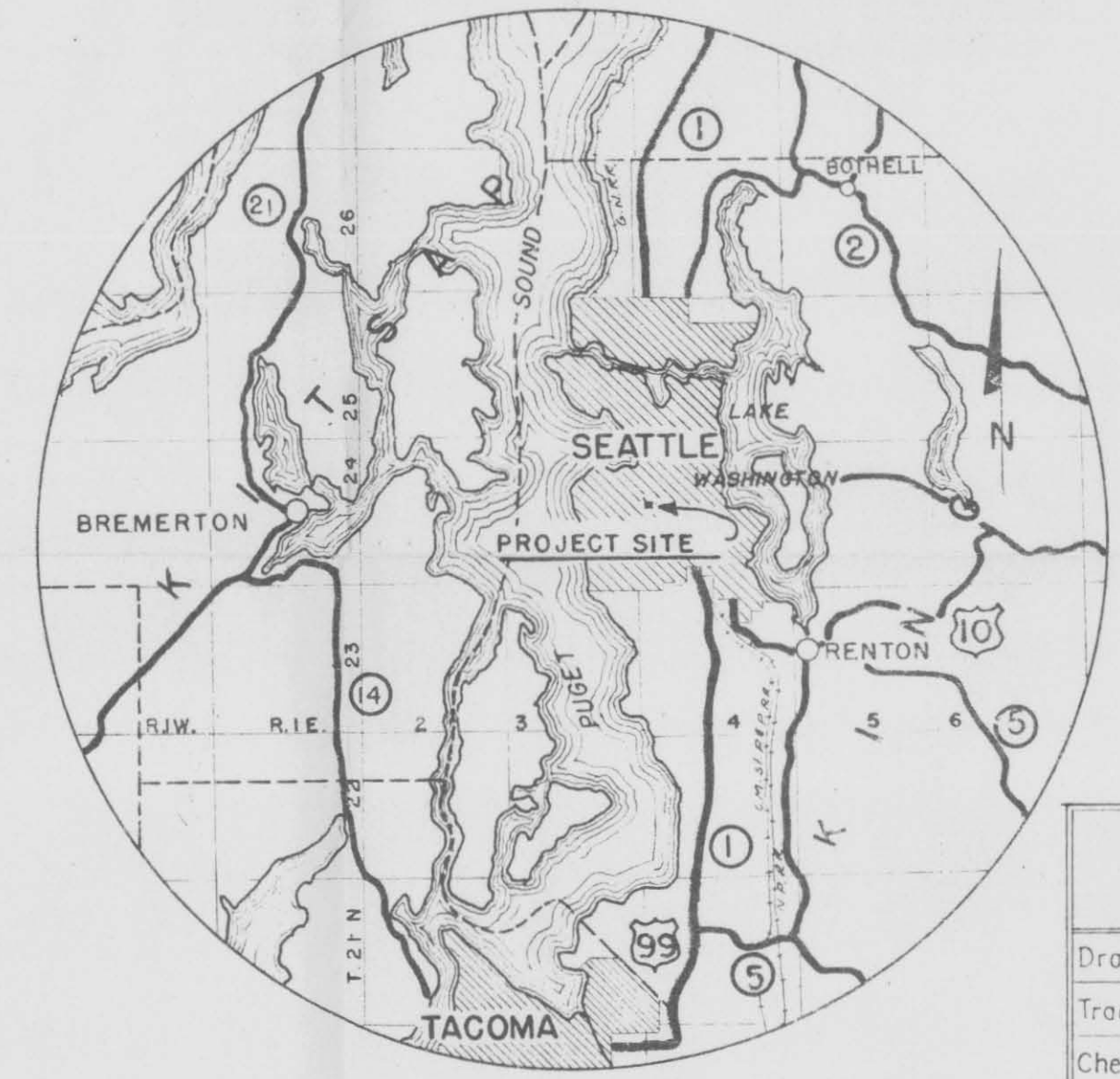
CURVE DATA:  
Δ = 73° 41' L  
D = 20°  
R = 286.85'  
T = 241.19'  
L = 368.42'

ACQUISITION TRACT REGISTER				
TRACT NO.	LAND OWNER	ACREAGE		REMARKS
		FEE	EASEM'T	
1	W.A. Carlisle, et al	15.60		
2-E	Duwamish Shipyard Inc.		0.032	Formerly shown as Tract No. 2
3-E	General Construction Company		0.145	" " " " " 3

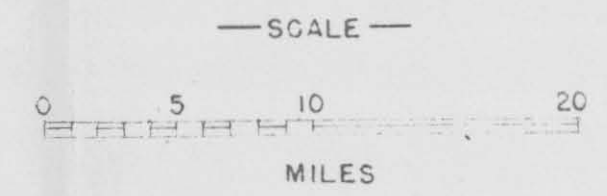
LEASING AUTHORIZATION

Letter from O.C.E.  
Dated 22 April 46

NOTE: Bldgs. 16 (Gate House) & 21 (Oil Storage) removed 23 June 48 by Dept. of the Army. Otherwise map reflects status as of the original date of lease, 31 Jan. 47.



VICINITY MAP



LAND MANAGEMENT

STATE WASHINGTON  
COUNTY KING  
DIVISION SEATTLE  
DISTRICT NORTH PACIFIC  
SIXTH ARMY AREA  
USING AGENCY CHEM. WARFARE SER.  
MILES AT SEATTLE  
MILES OF

TRANSPORTATION FACILITIES  
CM STP&P, GN, NP & UP RAILROAD  
2,5&IK STATE ROAD  
108&99 FEDERAL ROAD  
NW & UNITED AIRLINE

ACQUISITION  
TOTAL ACRES ACQUIRED  
ACRES FEE  
ACRES LEASED BY W. D.  
ACRES LEASED FROM W. D.  
ACRES EASEMENT TO W. D.  
ACRES DONATED TO W. D.

DISPOSAL  
TOTAL ACRES DISPOSED OF  
ACRES TRANSFERRED  
ACRES EXCHANGED  
ACRES IN THIS LEASE 15.777

LEGEND

- BOUNDARY LINE
- STATE OR PROVINCE LINE
- COUNTY LINE
- CIVIL DISTRICT PRECINCT
- LAND-GRANT LINE
- CITY, VILLAGE, OR BOROUGH
- CEMETERY, SMALL PARK, ETC.
- TOWNSHIP LINE
- SECTION LINE

Scale  
0' 100' 200'  
1" = 100'

DEPARTMENT OF THE ARMY  
OFFICE OF THE DISTRICT ENGINEER  
SEATTLE DISTRICT

REAL ESTATE

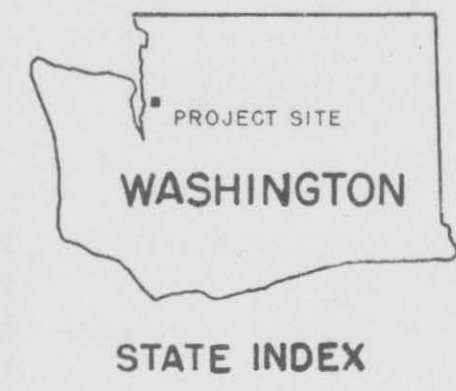
LEASE TO REICHOLD CHEMICALS INC.  
SEATTLE CHEMICAL WARFARE SERVICE PLANT

Lease No. W35-063 eng 126

APPROVED: [Signature] DATE: 24 May 48  
DISTRICT ENGINEER

Drawn By: \_\_\_\_\_  
Traced By: \_\_\_\_\_  
Checked By: \_\_\_\_\_  
SUBMITTED BY: [Signature]  
CHIEF, CADASTRAL SEC.  
RECOMMENDED BY: [Signature]  
CHIEF, REAL ESTATE DIV.

SECTION 19 OF T. 24 N. R. 4 E. W. M.



Supersedes map, file no 192 A